

LEASE FOR PROSPECTING FOR COAL, ETC., WIND RIVER  
INDIAN RESERVATION.

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

IN RESPONSE TO RESOLUTION OF THE SENATE OF MARCH 10,  
1900, A REPORT OF THE COMMISSIONER OF INDIAN AFFAIRS  
WITH A COPY OF A LEASE FOR PROSPECTING FOR COAL  
WITHIN DEFINITE LIMITS IN WIND RIVER INDIAN RESERVA-  
TION, IN THE STATE OF WYOMING, ETC.

MARCH 28, 1900.—Referred to the Committee on Indian Affairs and ordered to be  
printed.

DEPARTMENT OF THE INTERIOR,  
*Washington March 27, 1900.*

The PRESIDENT OF THE SENATE:

I have the honor to acknowledge the receipt of Senate resolution of March 10, 1900, directing the Secretary of the Interior to inform the Senate if any leases have been approved by the Department of the Interior for any coal or mineral lands on the lands embraced in Wind River Indian Reservation, in the State of Wyoming, and, if so, to accompany said information with copies of all such leases.

In response thereto I herewith transmit a copy of a report thereon by the honorable Commissioner of Indian Affairs and a copy of a lease for prospecting for coal within defined limits in Wind River Indian Reservation, in the State of Wyoming, and for mining such discoveries thereof as may be definitely described by maps approved by the Secretary of the Interior and filed in the Department.

The Indians who made this lease own the lands described therein within the meaning of the act of Congress of February 28, 1891 (26 Stat., 795), which provides—

That where lands are occupied by Indians who have bought and paid for the same, and which lands are not needed for farming or agricultural purposes, and are not desired for individual allotments, the same may be leased by authority of the council speaking for such Indians, for a period not to exceed five years for grazing or ten years for mining purposes, in such quantities and upon such terms and conditions as the agent in charge of such reservation may recommend, subject to the approval of the Secretary of the Interior.

It appearing that this lease was duly executed by the Indians of the Wind River Indian Reservation of the one part and Asmus Boysen, of Gray, Audubon County, Iowa, of the other part; that the lessee was by character and ability to perform his obligations under the lease worthy of confidence; that the lease was made, as provided in the statute, "in such quantity and upon such terms and conditions as the agent in charge recommended;" the Department (Acting Secretary Ryan) approved the same on the 4th day of October, 1899, with certain amendments, in accordance with the recommendation of the Commissioner of Indian Affairs, satisfied that its provisions, if faithfully executed, would be alike advantageous to the Government and the Indians, the treaty provisions under which the annuities now paid the latter expiring three years hence, excepting an indefinite provision for a portion of the Indians of the reservation (the Arapahoes) which may be discontinued by Congress in part or altogether at any time.

While this is the only mineral lease covering any part of the Wind River Indian Reservation, there are nevertheless other applications for permission to negotiate with these Indians for mineral concessions in this reservation pending in this Department, as follows:

WASHINGTON, D. C., July 26, 1899.

SIR: I have honor to make application for the issuance of a permit to Mr. Simon Harris to enter the Shoshone Indian Reservation for the purpose of negotiating with the Indians for lease of their lands for mineral purposes in accordance with law.

Very respectfully,

R. J. FLICK.

Hon. W. A. JONES,  
*Commissioner of Indian Affairs.*

WASHINGTON, D. C., July 28, 1899.

SIR: I have the honor to make application for the issuance of a permit to Mr. H. E. Knapp to enter the Shoshone Indian Reservation for the purpose of negotiating with the Indians for lease of their lands for mineral purposes in accordance with law.

Yours, very respectfully,

W. A. WELLS, JR.

Hon. W. A. JONES,  
*Commissioner of Indian Affairs.*

These applicants are shown to be reputable citizens of Nebraska by testimonials of a high character, and yet, irrespective of some minor irregularities, these applications do not commend themselves to the Department, chiefly because they seem to contemplate a concession, from the Indians to the applicants, of the entire reservation, consisting of, approximately, two millions of acres, for the purpose of mining any or all minerals, inclusive of coal, asphaltum, copper, silver, and gold, they may discover therein during a period of ten years.

Very respectfully,

E. A. HITCHCOCK,  
*Secretary.*

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, March 21, 1900.*

SIR: The office acknowledges receipt, by Department reference of the 17th instant, for early report, of Senate resolution of March 10, 1900, directing the Secretary of the Interior to inform the Senate

whether any leases for the mining of coal or other minerals on the Shoshone or Wind River Indian Reservation, in the State of Wyoming, have been approved, and, if so, to accompany said information with copies of all such leases.

Reporting upon the reference, the office has the honor to state that there is but one approved mineral lease covering lands on the Shoshone or Wind River Reservation. It is in favor of Asmus Boysen, of Gray, Audubon County, Iowa, and is for the mining of coal only; terms, ten years from October 4, 1899; royalty, 10 per cent of all coal mined. The application was for the mining of coal and other mineral, but Mr. Boysen was limited to the mining of coal only. The lease covers about 178,000 acres for prospecting purposes. After the period of two years the lease will relate to and cover only such mines and discoveries of coal deposits as may be shown by the approved maps of such mines and discoveries. No maps of definite location of mines have yet been filed for approval.

The office incloses a map of the Shoshone Reservation, showing approximately the location of the lands covered by the lease. The lands are hatched with red lines on the map.

The lease may be epitomized as follows:

1. The lease is for the term of ten years, inclusive of the prospecting period, and is authorized by the third section of the act of Congress of February 28, 1891 (26 Stat., 795).

2. The lessee is granted the right to prospect the territory described, consisting of about 178,000 acres, for coal only, for a period of two years.

3. Upon the expiration of the prospecting period the lease shall apply only to the territory described in such maps of definite location of discoveries as may be approved by the Secretary of the Interior and filed in the Department.

4. Timber, wood, and water necessary for mining operations may be taken by the lessee from the prospecting territory.

5. Within three months after making any discovery the lessee may file, subject to the approval of the Secretary, a map of definite location thereof.

6. Thereupon the lessee shall forthwith develop and work diligently and to the fullest practicable extent the discovery as described in such approved map.

7. The lessee shall pay quarterly to the Secretary of the Interior, for the use of the Indians, a royalty of 10 per cent of the market value, at the mine, of all coal mined or removed during the preceding three months.

- 7½. The lessee shall keep accurate accounts of all mining operations, showing the whole amount of coal mined or removed, and the Secretary of the Interior or his agent shall have access to such accounts at any and all times for examination.

8. The lessee is required to file with the Secretary of the Interior quarterly reports of all prospecting done, discoveries made, and of the gross output of all his mining operations under the lease.

9. Payment of royalties and performance of obligations under the lease are secured by bond of \$10,000, and a lien on all implements, tools, movable machinery, and other personal chattels belonging to lessee used in prospecting and mining operations, and upon all coal obtained from the leased lands.

10. The lessee, in conducting the mining operations, shall employ Indians as far as practicable, and shall at no time employ or retain in his employment any person objectionable to the Indians, the Indian agent, or the Secretary of the Interior, and shall make report of his employees to the Indian agent at least every three months, and oftener if required.

11. The lessee shall protect all mines; permit no waste; take good care of the premises; return the same at the expiration of the lease in as good condition as when received, excepting removal of coal, ordinary wear, etc.; suffer no nuisance on the premises, nor allow any intoxicating liquors to be sold or used thereon.

12. The personal and property rights of Indians shall not be interfered with, and no rights granted lessee shall be extended, exercised, used, or operated to impair or prejudice any business or occupation of the Indians.

13. Extinguishment of Indian title shall operate to terminate the lease.

14. The lease and all rights under it are "subject to existing law or laws, and any law or laws hereafter enacted pertaining to the reservation."

15. The right to allot to the Indians any of the lands covered by the lease is reserved if, in the judgment of the Secretary of the Interior, such allotments may be suitable for agriculture.

16. The Secretary of the Interior may declare the lease forfeited, abrogated, and terminated upon sixty days' notice for any omission, neglect, or failure of lessee to perform any of his obligations under the lease.

17. The lessee shall make no assignment of the lease or any interest thereunder without the consent of the Secretary of the Interior.

In accordance with the direction of the resolution a copy of this lease is inclosed herewith.

The resolution is herewith returned, and a copy of this report inclosed.

Very respectfully, your obedient servant,

W. A. JONES, *Commissioner*.

The SECRETARY OF THE INTERIOR.

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This indenture of lease in triplicate, made and entered into this 1st day of July, A. D. 1899, by and between the Shoshone and Arapahoe tribes of Indians (subject to the approval of the Secretary of the Interior), occupying and residing upon the Wind River Reservation, in the State of Wyoming, party of the first part, and Asmus Boysen, of Gray, Audubon Co., Iowa, party of the second part.

Whereas said tribe of Indians own said lands and are now occupying and residing upon the said Wind River Reservation, in the State of Wyoming; and

Whereas the lands hereinafter described are in part rough, mountainous lands, presumed to contain coal, and are not needed by said tribes for farming or agricultural purposes and are not desired for individual allotments, and the said tribes desire to secure an income therefrom in the way of royalties for coal to be mined therefrom by the party of the second part; and

Whereas the said Indian tribes are authorized, under the provisions of the third section of the act of Congress of February 28, 1891 (26 Stat. L., p. 795), and as amended by act of Congress August 15, 1894, to lease for mining purposes for the period herein named; and this lease is made by authority of the principal chiefs and council, speaking for said Indians, pursuant to a resolution of Indians in council, minutes of which are hereto attached and made a part of this agreement; and the truth of the foregoing recitals appearing to the Indian agent at said Indian agency,



and the quantities and terms and conditions of this lease being recommended by the said Indian agent in charge of said Wind River Reservation, as is evidenced by his approval hereof—

Now, therefore, this indenture witnesseth:

1. That the said party of the first part for and in consideration of the sum of one dollar (\$1) in hand paid to them by the said party of the second part, the receipt whereof is hereby acknowledged, and in further consideration of the premises and of the prospecting and mining to be done and of the rents and royalties to be paid as hereinafter specified, and of the covenants, stipulations, and conditions hereinafter contained and hereby agreed to be kept and performed by the said party of the second part, his successors and assigns, does by these presents lease and grant unto the said party of the second part for the period of ten years from and after the date of the approval hereof, by the Secretary of the Interior, for the purpose of mining coal only, the following-described portion of the said reservation, namely:

All of the land when the Government survey is extended which will comprise all of the following-described townships, viz:

All of township No. seven (7) north of range No. four (4) east of the Wind River meridian, containing 23,040 acres more or less.

All of township No. seven (7) north of range No. three (3) east of the Wind River meridian, containing 23,040 acres more or less.

All of township No. six (6) north of range No. two (2) east of the Wind River meridian, containing 23,040 acres more or less.

All of township No. six (6) north of range No. three (3) east of the Wind River meridian, containing 23,040 acres more or less.

All of township No. six (6) north of range No. four (4) east of the Wind River meridian, containing 23,040 acres more or less.

All of township No. five (5) north of range No. one (1) west of the Wind River meridian, containing 23,040 acres more or less.

All of township No. four (4) north of range No. one (1) west of the Wind River meridian, containing 23,040 acres more or less.

All of township No. four (4) north of range No. three (3) west of the Wind River meridian, lying north of the Big Wind River, containing 17,540 acres more or less.

Together with all mines and deposits of coal in or upon the lands definitely located as herein provided, with the right to carry the same away and sell and dispose thereof for profit; and the party of the second part, his successors and assigns, shall have and is hereby granted the right, during the period of two years, to enter upon and thoroughly prospect and locate mines or deposits of coal upon that part of said reservation generally described above; and there is further granted to said party of the second part the right to mine, market, and sell all coal upon the lands definitely located as herein provided, and may use so much of the surface of said lands and so much of the timber and building stone found thereon as may be necessary, with which to construct all buildings, dwellings, or other improvements upon said lands that may be required in mining said coal and successfully conducting said prospecting and mining operations; and the said party of the second part, his successors and assigns, shall also have and is hereby granted the right of way through, across, and upon said lands generally described above for the purpose of ingress and egress to mines and for transporting coal and supplies; and said party of the second part, his successors and assigns, shall have and is hereby granted the right to use the water found in and upon said reservation necessary in and about its said business and for domestic uses, and may convey the same by exposed pipes and open ditches, or in such other manner as the second party, his successors and assigns, may determine, in, upon, and over the lands of said first party, whether the said water is obtained on the said reservation or not: *Provided, however,* And it is expressly understood by all parties hereto, that at the expiration of two years, during which prospecting may be done, this lease shall cover, relate to, and include only such lands as may be embraced within and covered by the approved maps and plats showing the discovery of said coal deposits. As to the other lands within the general limits described in this article, the party of the second part, his successors and assigns, shall have the privilege of using so much of the timber and stone found thereon as may be necessary with which to construct all buildings, dwellings, or other improvements upon said lands that may be required in mining said coal and successfully conducting said mining operations, and also the right of way through, across, and upon said lands, for the purpose of said mining operations, and also the further privilege of using water found in and upon said reservation in and about said mining operations and for domestic uses, and may convey the same by exposed pipes and open ditches in, upon, and over the said reservation, whether said water is obtained on same or not.

2. It is distinctly stipulated that the mining privileges granted by this lease shall

extend to and include only coal, and that no rights or privileges respecting any other kind or character of mineral are granted or intended to be granted by this lease.

3. The party of the second part shall, within a reasonable time and without unnecessary delay, file with the Secretary of the Interior, to be subject to his approval, a map or plat showing definitely the lands to which this said lease is intended to apply, describing the same by properly designated and fixed boundaries, to be defined by proper survey. Said party of the second part shall file with the Secretary of the Interior, subject to his approval, maps and plats showing all discoveries of coal within three months after said discoveries are made, and immediately upon the filing and approval of such map or maps, plat or plats, the said party of the second part, his successors or assigns, shall proceed to develop, mine, and work the coal deposit therein described forthwith and prosecute the same with diligence; and said party of the second part, his successors or assigns, shall likewise file with the Secretary of the Interior quarterly reports of all prospecting done and discoveries made, also quarterly reports of the gross output of all his mining operations under this lease. All such maps and reports shall be verified by the oath of the said party of the second part.

4. The party of the second part, his successors or assigns, for and in consideration of the privileges of prospecting and mining upon said described lands, for the period of time herein stated, hereby covenants and agrees to pay or cause to be paid, in lawful money of the United States, to the Secretary of the Interior, or such party or parties as he may designate, to be placed to the credit of said party of the first part and to be paid to or expended for them, as the Secretary of the Interior may direct, the following rents and royalties, namely:

A sum of money equal to ten per centum of the market value of said coal at the place mined.

Such payments, or royalties, shall be made every three months during the continuance of this lease for all coal mined or removed from said lands during the three months last preceding, and such payments shall be received in full of all royalties and demand whatsoever on the part of the party of the first part against the party of the second part, his successors or assigns, for the period of time therein covered.

5. It is further covenanted and agreed by the party of the second part, his successors or assigns, that he will open and operate said mines and deposits of coal and cause the same to be worked and mined in a workmanlike manner and to the fullest practicable extent; that he will protect all mines, and will not commit or suffer any waste upon said lands or upon the mines thereof; that he will take good care thereof and surrender and return the said premises at the expiration of this lease to the party of the first part in as good condition as when received, excepting the removal of the coal as herein provided, and the ordinary wear, tear, and unavoidable accidents in the proper use of the same for the purposes hereinbefore indicated; that he will not permit any nuisance to be maintained upon the premises, not allow any intoxicating liquors to be sold or given away to be used as a beverage on the premises; that he will not use or permit the use of said premises, or any part thereof, for any other purpose than that authorized by this lease.

6. It is further covenanted and agreed that the party of the second part, his successors and assigns, shall keep an accurate account of said mining operations, showing the whole amount of coal mined or removed, and the Indian agent in charge of said reservation, or any other agent or agents appointed by the Secretary of the Interior, shall have the right at all times during the existence of this lease, on behalf of the party of the first part, to make such reasonable examination of all books of account and mines as may be necessary to obtain all proper information desired regarding the amount of product mined or removed, or being mined or removed from said lands under this lease; and there shall be, and there is hereby, created a lien on all implements, tools, movable machinery, and other personal chattels belonging to the party of the second part, his successors or assigns, used in the said prospecting and mining operations, and upon all coal obtained from land herein leased, as security for the quarterly payment of said royalties and rents.

7. It is further covenanted and agreed that no location under this lease shall obstruct or interfere with any highway, road, or trail now in use without special permission from the Secretary of the Interior; and the right of way across and over the lands which shall be included within the surveys and definite locations herein provided for is to be reserved to the party of the first part, the use thereof, however, to be consistent and not to interfere with the mining operations of the said party of the second part, his successors or assigns.

In his operations under this lease said party of the second part, his successors or assigns, shall in no wise interfere with any personal or property rights of any character whatsoever now existing in or that may be hereafter acquired by any individual Indian without first obtaining consent in writing of such Indian, and the payment of

proper compensation, to be approved by the Secretary of the Interior; and no right or privilege herein granted shall be extended, exercised, used, or operated to the impairment, injury, or prejudice of any legitimate industry, business, or occupation of said Indians as a tribe or as individuals.

8. It is further stipulated and agreed that where Indians upon said reservation are qualified and willing to perform the character of labor required in carrying on the mining operations herein named, the party of the second part, his successors or assigns, will accord them a preference in selecting his employees so far as it may be practicable to do so.

9. All rights are reserved to the United States and to the Indians on said reservation to make and accept allotments in severalty for the benefit of said Indians at any time in the future of such lands within the boundaries of this lease as may at any time be deemed by the Secretary of the Interior suitable for agricultural purposes.

10. This lease and all rights and privileges thereunder are made and accepted by the party of the second part, his successors or assigns, subject to existing law or laws and any law or laws hereafter enacted pertaining to the said reservation.

11. In no event shall the United States or the Secretary of the Interior, in his official or personal capacity, be liable in damages or otherwise under the provisions of this lease in connection therewith.

12. No Member of or Delegate to Congress, officer, agent, or employee of the Government shall at any time be admitted to share in this lease or in any wise derive any benefit therefrom.

13. In the event of the extinguishment, with the consent of the Indians, of the Indian title to the lands covered by this lease, then and thereupon this lease and all rights thereunder shall terminate.

14. In the event of any omission, neglect, or failure of the party of the second part, his successors or assigns, to faithfully observe and perform any of his obligations arising upon and under the provisions of the lease, the Secretary of the Interior may, without prejudice to any other lawful remedy or remedies, treat the same as a sufficient cause for the forfeiture, abrogation, or termination of this lease by him, unless within sixty days after notice thereof from the Secretary of the Interior the party of the second part, his successors or assigns, shall not fully correct such omissions, neglect, or failure, and make good any loss or injury occasioned thereby; or if thereafter such omission, neglect, or failure of the party of the second part, his successors or assigns, shall be repeated, then, at any time within sixty days thereafter, the Secretary of the Interior may, at his option, declare this lease forfeited, abrogated, or terminated; then, and in that case, the party of the second part, his successors or assigns, shall wholly vacate the leased premises within 30 days after notice thereof, and upon failure of the party of the second part, his successors or assigns, to vacate said premises, the Secretary of the Interior shall have the right, on behalf of the Indians, to reenter the same and take possession thereof, using such force as may be deemed necessary to dispossess and remove therefrom the said party of the second part, his successors or assigns; and it is agreed and understood that any property of the said party of the second part, his successors or assigns, located on said premises at the time of the forfeiture, abrogation, or termination of this lease may be removed therefrom by the party of the second part, his successors or assigns, within such reasonable time as may be fixed by the Secretary of the Interior, not to exceed six months from the forfeiture, abrogation, or termination of this lease; and any property of the party of the second part, his successors or assigns, remaining upon said premises after the expiration of the time so fixed for its removal, shall thereupon become the property of the said party of the first part, and may be treated as such by the Secretary of the Interior.

*Provided, however,* That the party of the second part, his successors or assigns, shall have six months after the expiration of this lease in which to remove the buildings, machinery, and other property from said lands without hindrance by the party of the first part if the party of the second part, his successors or assigns, has performed all the covenants and conditions imposed upon him by this lease.

15. The party of the second part shall execute and file in the Department of the Interior his bond in the sum of ten thousand dollars (\$10,000), with sufficient sureties, to be approved by the Secretary of the Interior, conditioned for the faithful performance by the party of the second part, his successors or assigns, of all his duties and obligations under this lease.

16. It is further mutually covenanted and agreed that the Secretary of the Interior be, and he is hereby, authorized and empowered to make such additions to this lease as in his judgment may not impair the rights and privileges in the matter of the party of the first part.

17. It is further mutually covenanted and agreed that the agreements, stipulations, covenants, and conditions in this lease set forth shall extend to and be binding and obligating upon the grantees, assigns, and successors of each of the parties hereto.

In witness whereof the said parties have hereunto set their hands and seals this the day and year first above written.

Name.  
 WASHAKIE (his x mark), SEAL.  
 DICK (his x mark) WASHAKIE, SEAL.  
 MOYYAVOH (his x mark), SEAL.  
 TIMOCCO (his x mark), SEAL.  
 WAHWANNABIDDIE (his x mark), SEAL.  
 ASMUS BOYSEN, SEAL.  
 By JOSEF WEIS,

*His attorney in fact for Asmus Boysen.*

Name.  
 SHARP NOSE (his x mark), SEAL.  
 TALLOW (his x mark), SEAL.  
 LONE BEAR (his x mark), SEAL.  
 WALLOWING BULL (his x mark), SEAL.  
 SITTING BEAR (his x mark), SEAL.

#### ACKNOWLEDGMENT.

I, Henry Lee, United States official interpreter at the Shoshone Agency for the Arapahoe tribe of Indians, do hereby certify that on this 1st day of July, A. D. 1899, the foregoing lease was agreed upon by a delegation of the tribe appointed at a council of said Indians, held at Little Wind River council hall, Wyoming, on the 26th day of June, A. D. 1899, and that said lease was carefully and fully interpreted by me to said Indians who composed said delegation and was fully understood by them and each of them.

HENRY LEE,  
*U. S. Official Interpreter.*

I, Chas. Myers, official United States interpreter at the Shoshone Agency for the Shoshone tribe of Indians, do hereby certify that on this 1st day of July, A. D. 1899, the foregoing lease was agreed upon by the delegation of the tribe appointed at a council of the tribe held at the Shoshone Agency, State of Wyoming, on the 26th day of June, A. D. 1899, and that said lease was carefully interpreted by me to said Indians who composed said delegation and was fully understood by them and each of them.

CHAS. MYERS,  
*U. S. Official Interpreter.*

On this 1st day of July, A. D. 1899, personally appeared before me, H. G. Nickerson, United States Indian agent, the above-named members of the Arapahoe and Shoshone tribes of Indians, viz, Washakie, Dick Washakie, Moyyavoh, Timocco, Wahwannabiddie, Sharp Nose, Tallow, Lone Bear, Wallowing Bull, and Sitting Bear, whose names and signatures are affixed to said lease, parties of the first part; Joseph Weis, attorney in fact for Asmus Boysen, party of the second part, and acknowledged the signing and sealing of the said indenture of lease to be their free act and deed.

H. G. NICKERSON,  
*U. S. Indian Agent.*

I, H. G. Nickerson, United States Indian agent at the Wind River Agency, do hereby certify, on honor, that the above-named lessors, parties of the first part to the foregoing indenture of lease, made the 1st day of July, A. D. 1899, with said party of the second part, are the proper representatives of the two tribes, and authorized by council duly called to execute the same.

I further certify, on honor, that said land is not needed by the said Indians for farming and agricultural purposes and is not desired for individual allotments; that the terms and conditions of said lease are advantageous and are for the best interest of said Indians, and I therefore recommend the same for approval.

I further certify, on honor, that I have satisfied myself that the general character of said tracts of land is such as invites exploration and prospecting for coal. I have also secured the testimony of James B. McClucas and Chas. J. Woodhurst and John T. Wertz, creditable disinterested persons fully competent to judge as to the character and quality of said land, and I am satisfied therefrom that it would be to the manifest advantage of the tribes of Indians to authorize the lease and that the land can be occupied, used, and improved more advantageously and profitably for the purposes named in the lease than for any other purpose, and I consider the said terms agreed upon to be a full, fair, just, and reasonable rental for said premises and most desirable if obtainable.

I further certify, on honor, of my personal knowledge, that outside the land embraced in the said lease the said Indians possess sufficient land for allotment purposes of a quality suitable for agricultural purposes, and that I believe that the proposed lessee is well disposed to the good order and happiness of the Indians, and in my judgment the presence of the said lessee will be beneficial to the Indians.



I further certify, on honor, that the contents, purport, and effect of the lease were explained to and fully understood by the delegation who executed the same for the lessors, and that said lease was signed and sealed in my presence, and is, in every respect, free from fraud or deception and that I am in no respect interested in the said lease.

H. G. NICKERSON,  
U. S. Indian Agent.

## MINUTES.

To be signed by chairman with witness to signature. One for each tribe.

*Council proceedings.*

At a council of the Shoshone tribe of Indians, held at the council hall, Shoshone Agency, Wyo., called for the purpose of considering the question of leasing tribal lands for coal-mining purposes, there were present chiefs, headmen, and tribes men to the number of over fifty.

Chief Washakie was called to the chair and Charles Myers chosen secretary.

Upon motion duly considered it was unanimously resolved to lease to Asmus Boysen such portion of our tribal lands as may be designated in said lease by the agent, and the following-named members of our said tribe were selected to execute said lease:

Chief Washakie, Dick Washakie, Moyyavoh, Timocco, and Wahwannabiddie.

Signed this 26th day of June, 1899.

WASHAKIE (his x mark),  
Chairman.

Witnesses:

GEORGE TERRY.  
CHARLES LAHOE.

Attest:

CHAS. MYERS, *Secretary.*

*Council proceedings.*

At a council of the Arapahoe tribe of Indians, held at the council hall, Shoshone Agency, Wyo., called for the purpose of considering the question of leasing tribal lands for coal-mining purposes, there were present chiefs, headmen, and tribes men to the number of over fifty.

Chief Sharp Nose was called to the chair and Henry Lee chosen secretary.

Upon motion duly considered it was unanimously resolved to lease to Asmus Boysen such portion of our tribal lands as may be designated in said lease by the agent, and the following members of our said tribe were selected to execute said lease:

Chief Sharp Nose, Tallow, Lone Bear, Wallowing Bull, and Sitting Bear.

Signed this 26th day of June, 1899.

SHARP NOSE (his x mark),  
Chairman.

Witnesses:

GEORGE TERRY.  
CHARLES LAHOE.

Attest:

HENRY LEE, *Secretary*

*Certificate.*

I, Henry Lee, secretary of the council of the meeting of the Arapahoe tribe of Indians, in council assembled, do hereby certify that the foregoing is a true copy of the minutes of said meeting of the tribe held at Little Wind River council hall on 26th day of June, A. D. 1899, and is a correct record of the proceedings thereof.

HENRY LEE, *Secretary.*

*Certificate.*

I, Chas. Myers, secretary of the council of the meeting of the Shoshone tribe of Indians, in council assembled, do hereby certify that the foregoing is a true copy of the minutes of said meeting of the tribe held at the Shoshone Agency, State of Wyoming, on the 26th day of June, A. D. 1899, and is a correct record of the proceedings thereof.

CHAS. MYERS, *Secretary.*

*Certificate.*

I, Henry Lee, interpreter for the Arapahoe tribe of Indians, do hereby certify that I was present at the council of the tribe held at Little Wind River council hall on 26th day of June, A. D. 1899, and that I correctly interpreted all matters and questions made at said meeting, and also the resolution set out in the foregoing copy of the minutes and record of said meeting, and I further certify that each and all of said Indians fully understood the purpose, meaning, and effect of said resolution and the questions voted upon, and that I witnessed the signatures attached thereto.

HENRY LEE, *Interpreter.*

*Certificate.*

I, Chas. Myers, interpreter for the Shoshone tribe of Indians, do hereby certify that I was present at the council of the tribe held at the Shoshone Agency, State of Wyoming, on 26th day of June, A. D. 1899, and that I correctly interpreted all matters and questions made at said meeting, and also the resolution set out in the foregoing copy of the minutes and record of said meeting, and I further certify that each and all of said Indians fully understood the purpose, meaning, and effect of said resolution and the questions voted upon, and that I witnessed the signatures attached thereto.

CHAS. MYERS, *Interpreter.*

*Certificate.*

We hereby certify that we witnessed the signatures to the foregoing indenture of lease, and that we have no interest therein.

H. G. NICKERSON, *Agent.*  
JULIA F. LUDIN, *Clerk.*

*Certificate.*

I, H. G. Nickerson, United States Indian agent of the Shoshone and Arapahoe Indians, at the Shoshone Agency, do hereby certify that I was present at the council meeting of said tribes, held at Little Wind River council hall, and at the Shoshone Agency, on the 26th day of June, A. D. 1899, and that the foregoing copy of the minutes contain a correct record of the proceedings of said council.

H. G. NICKERSON, *U. S. Indian Agent.*

[Stamp, 50 cents.]

[Stamp, 50 cents.]

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., September 29, 1899.

Respectfully submitted to the Secretary of the Interior, with the recommendation that he approve the same, subject to the additions suggested in office letter of this date.

A. C. TONNER, *Acting Commissioner.*

DEPARTMENT OF THE INTERIOR,  
October 4, 1899.

The within lease is hereby approved with the following amendments:

1. It is further expressly agreed between the parties hereto that the party of the second part will not at any time during the term hereof grant, assign, lease, convey, or transfer any of his estate or interests in or to any part of said premises or the appurtenances thereto, or the term hereof, to any person or persons whomsoever, without the consent thereto of the Secretary of the Interior.
2. It is further covenanted and agreed that in his business and operations under and by virtue of this lease said party of the second part shall not employ or retain in his employment, any person or persons objectionable to the Indians in said reservation, or to the Indian agent or the Secretary of the Interior; and there shall be furnished by said party of the second part to the Indian agent or acting Indian agent at said reservation statements at least every three months, and oftener if demanded, giving the names of his employees, whether temporary or permanent.
3. The party of the second part shall keep an accurate account of said mining operations, showing the whole amount of coal mined or removed; and the Indian agent in charge of said reservation, or any other agent or agents appointed by the Secretary of the Interior, shall have the right at all times during the existence of this lease, on behalf of the party of the first part, to make such reasonable examination of all books

of account and mines as may be necessary to obtain all proper information desired regarding the amount of product mined or removed, or being mined or removed, from said lands under this lease; and there shall be, and there is hereby, created a lien on all implements, tools, movable machinery, and other personal chattels belonging to the party of the second part used in said prospecting and mining operations, and upon all coal obtained from the lands herein leased, as security for the quarterly payment of said royalties and mineral rent.

This approval not to be effective and binding until assented to by written endorsement hereon by the lessee and the sureties on his bond.

THOS. RYAN, *Acting Secretary.*

GRAY, AUDUBON COUNTY, IOWA, *October 14, 1899.*

We and each of us hereby assent to the above amendments to the within lease, prescribed by the Acting Secretary of the Interior on October 4, 1899.

ASMUS BOYSEN, *Lessee.*

FRANK M. LEE, *Surety.*

ALBERT F. BENNETT, *Surety.*

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...the atmosphere of the Moon is not so dense as that of the Earth, and the wind is not so strong as that of the Earth. The wind on the Moon is not so strong as that of the Earth, and the atmosphere of the Moon is not so dense as that of the Earth.

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